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State of New York)

County of New York) =

3300 New York
Notary Public
J. H. H.
J. H. H.

On this the 3rd day of September, 1915, before me personally appeared

R. F. B. Morse, who by me being first duly sworn did say that he is the President of the Newell-Morse Royalty Company and that the corporate name of said company was hereto affixed and the corporate name subscribed by authority of the board of directors of said company and the said R. F. B. Morse, ^{father} acknowledges the above instrument to be the free act and deed of said corporation. In witness whereof, I have hereunto set my hand and affixed my official seal this 3rd day of September 1915.

My term as notary will expire on the 30th day of March, 1916,

Andrew R. Murray notary public

notary public, New York County

No. 2482

(Seal)

New York Register No. 6131

Filed for record this 18th day of March 1916 at 9 O'clock and 1 minute A.M.

Recorder

Mining Lease

This agreement made and entered into this third day of September 1915 by and between the Jasper County Royalty Company, a corporation organized under the laws of the State of Missouri, party of the first part and The Athletic Mining Company, a corporation organized under the laws of the state of Missouri, party of the second part;

Witnesseth, that for and in consideration of the sum of One (\$1.00) dollar in hand paid by the party of the second part to the party of the first part, the receipt of which is hereby acknowledged and in further consideration of the covenants and agreements and conditions hereinafter contained to be kept and performed by the party of the second part, their heirs and assigns, the party of the first part does hereby demise, lease and let to the party of the second part, their heirs and assigns, the following described tract ^{or parcel} of land, situate, lying and being in the county of Jasper and state of Missouri, to wit;

All of lot one (1) eighty (80) acres, more or less) and all of lot two (2) eighty (80) acres more or less) same being the northwest (N.W. 1/4) quarter (one hundred sixty (160) acres more or less) of section three (3) township twenty seven (27) range thirty two (32) Jasper County, Missouri for the purpose of mining lead ores and other valuable substances for a term of twenty (20) years from the third day of September, 1915, conditioned and dependent at all times upon the due and proper performance by the said parties of the second part, their heirs and assigns of the following terms and conditions, to wit;

1st-The work of mining which shall be construed to include shaft sinking, mill building, prospecting or regular operation of the concentrating mill producing ore for market, shall be carried on continuously and without cessation and in good faith and in a minerlike manner and such work shall not be suspended at any time without the written consent of the party of the first part first had and obtained, except where such suspension is on account of unavoidable accidents, labor strikes or circumstances over which the second party or his assigns have no control, by the exercise of reasonable diligence.

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2nd. The second party shall place, maintain and operate on said land sufficient pumps and machinery to drain the same of water and to clean and dress all ores found on said ground ready for market and to permit the efficient mining of said land.

3rd. The second party shall properly timber all shafts and drifts so as to prevent the caving in of the land so far as the same is practicable in the efficient mining of said land, and shall at all times leave sufficient pillars to properly support the ground and said ground shall not be caved except when it shall be absolutely necessary to permit the more efficient mining of said land.

4th. All ores and minerals mined on said land shall be cleaned and prepared for market on said land. No rough or crush stuff shall be removed therefrom to be cleaned on other land and no ore or minerals or other stuff shall be brought from other lands to be cleaned on said land without the written consent of the Land Owners.

5th. Second party shall keep correct books of account of all ores and minerals or other valuable substances mined on said land, the kind of ore, the weight of each kind, to whom sold and the price received therefor. Said books shall be open for inspection by first party's representative agents or assigns, at all reasonable business hours.

6th. The second party or its assigns, shall submit reports weekly to said party of the first part said reports to give a full true and correct record and account of all ores produced and sold, to whom sold and the price received therefor, and shall at the time of rendering said account pay to the first party or its assigns, the royalties due thereon. All royalties shall be paid to the party of the first part, its successors or assigns, at such place as said first part, its successors or assigns, may from time to time designate.

7th. Second party or its assigns shall pay the following royalty on all ores produced, mined and sold from said land.

When zinc ore sells for less than \$50.00 per ton, the royalty shall be 5% on both zinc and lead ores. When zinc ore sells for \$50 and less than \$51 the royalty on zinc or lead is to be 5 1/2%, when zinc ore sells for \$51 and less than \$52 per ton the royalty shall be 6%, when zinc ore sells for \$52 and less than \$53 per ton the royalty shall be 6 1/2%, when zinc ore sells for \$53 and less than \$54 per ton the royalty shall be 7 1/2%, when zinc ore sells for \$54 and less than \$55 per ton the royalty shall be 7 1/2%, when zinc ore sells for \$55 and less than \$56 per ton, the royalty shall be 8%, when zinc ore sells for \$56 and less than \$57 per ton, the royalty shall be 8 1/2%, when zinc ore sells for \$57 and less than \$58 per ton, the royalty shall be 9%, when zinc ore sells for \$58 and less than \$59 per ton the royalty shall be 9 1/2%, when zinc ore sells for \$59 or more the royalty shall be 10%. The royalty on lead increases and corresponds with the royalty on zinc, based on the price of zinc as above. It is understood that the price for which zinc ore sells means the base price (or basis price) and not the net price, and that all of the other terms of the leases above referred to are to be and to remain unchanged.

The royalty on tailing ore, if any is produced, shall be five (5) per cent on the gross output.

8th. The second party shall have the right to erect and maintain all necessary buildings and machinery on said land for the purpose of mining, dressing, crushing, cleaning or rendering all ores and valuable mineral substances ready for market and in case all royalties have been previously paid, shall have the right and privileges of removing all such buildings and machinery at the expiration of this lease by lapse of time or forfeiture for condition broken.

Provided, that such removal shall take place within four (4) months from the expiration of this lease by lapse of time or by forfeiture, unless further extension be given by the party of the first part. It is further expressly agreed that the party of the first part shall at all times have a first lien on all buildings, machinery and mining appliances placed or maintained on said premises by second party, his heirs or assigns, for any and all sums of money owing to the first party for royalty accruing from time to time under this lease.

9th. The party of the first part reserves the right to go onto said land and into any shaft, drift, building or structure and to examine and inspect all mineral boxes, ore bins, machinery, buildings and everything in or on any lot or part of said ground or any wash place or in any place where ore may be cleaned, stored or disposed of, to see that the terms and conditions of this lease are strictly complied with, and to be fully informed of the work and mining done and of the output from said land, and of the manner of cleaning, handling and disposing of the product of said land.

10th. No part of said land shall be subleased or sublet by the second party without the written consent of the first party.

11th. No assignment of this lease shall be made without the written consent of the party of the first part.

12th. The party of the second part agrees to give the party of the first part a correct copy of all drill hole records that the party of the second part has made during the term of this lease.

13th. The party of the first part designates that the party of the second part shall have control of the tailings and may re-mill the same at any time or may dispose of them with the consent of the land owners, and it is further agreed that if such tailings are sold that one half of the net cash proceeds shall go to the land owners.

14th. Any failure on the part of the party of the second part or its assigns to comply with the terms and conditions of this lease shall constitute a forfeiture of this lease and the party of the first part shall have the right to take immediate possession of the lands herein conveyed and to oust the party of the second part or its assigns, from said leased premises.

In witness whereof, the parties hereto have caused their corporate names to be subscribed by their respective presidents and have caused their corporate seals to be hereto affixed the day and year first above written.

Executed in duplicate.

Jasper County
Royalty Company
Carthage, Mo. Seal

Jasper County Royalty Company

By Samuel F.B. Morse President

Athletic Mining Company

By Charles T. Orr

President

At a meeting of the directors of the Jasper County Royalty Company, a Missouri corporation, duly held at the office of the Company on the 3rd day of September 1915, the following resolution was adopted.

"Resolved, that the president and secretary of this company be and hereby are authorized and empowered and directed to make, execute and deliver to the Athletic Mining Company, a Missouri corporation, a mining lease for a term of twenty years, on the following described real estate situate in the County of Jasper and state of Missouri, to wit;

All of lot(1) eighty(80) acres,more or less and all of lot(2) eighty(80) acres,more or less, same being the northwest quarter(N.W.1/4)(one hundred and sixty acres,more or less)of section (3) township(27) range(32) Jasper county,Missouri.

State of New York)

County of New York)ss

I,W.S.Hunter,secretary of the Jasper County Royalty Company,hereby certify that the above and foregoing is a true and correct copy from the record book of the Jasper County Royalty Company,of a resolution that was adopted at said meeting of the directors of said company,held on the 3rd day of September,1915,

In testimony whereof,I have hereunto set my hand and affixed the seal of the company this 3rd day of September,1915,

W.S.Hunter Secretary

State of New York)

County of New York)ss

On this the 3rd day of September 1915,before me personally appeared S.F.B.Morse,who by me being first duly sworn did say that he is the president of the Jasper County Royalty Company and that the corporate name of said company was hereto affixed and the corporate name subscribed by authority of the board of directors of said company and the said S.F.B.Morse further acknowledges the above instrument to be the free act and deed of said corporation.

In witness whereof,I have hereunto set my hand and affixed my official seal this 3rd day of September 1915,

Andrew R.Murray notary public

notary public,New York County No.2492

New York Register, No.6---

February 23,1916

Permission is hereby granted the Athletic Mining Company to transfer its lease to the Athletic Mining & Smelting Company.This lease is on the following described ground and is dated September 3,1915,

All of lot one(1)(eighty(80) acres more or less) and all of lot two(2) eighty(80) acres more or less) same being the northwest (N.W.1/4) quarter(one hundred sixty(160) acres,more or less) of section three(3) township twenty seven(27) range thirty two(32) Jasper County,Missouri,
S.F.B.Morse President W.S.Hunter Secretary
September 21,1915

For one dollar and other valuable considerations the Athletic Mining Company hereby transfers its lease to the Athletic Mining & Smelting Company.This lease is dated September 3,1915 and is on the following described ground.

All of lot one(1) (eighty(80) acres,more or less)and all of lot two(2) (eighty(80) acres,more or less) same being the northwest(N.W.1/4) quarter(one hundred sixty(160) acres,more or less) of section three(3) township twenty seven(27) range thirty two(32) Jasper County,Missouri

Athletic Mining Company

A.G.Young Secretary

By Charles T.Orr President

Filed for record this 25th day of March 1916 at 9 o'clock A.M.

Recorder